

ATTACHMENT 15

LSR FLOW THRU REPORT

SEPTEMBER

CLEC	ELIGIBLE LSRS	TOTAL ERRORS		ORDER FLOW THRU		CLEC CAUSED INPUT ERRORS *	
		#	%	#	%	ADJ. ERROR VOLUME	ADJUSTED FLOW-THRU
A	201	106	53%	95	47%	143	71%
B	1	0	0%	1	100%	1	100%
C	223	75	34%	148	66%	182	82%
D	1	1	100%	0	0%	0	46%
E	42	34	81%	8	19%	23	56%
F	13	12	92%	1	8%	6	50%
G	10	9	90%	1	10%	5	51%
H	1	1	100%	0	0%	0	46%
I	540	496	92%	44	8%	270	50%
J	175	126	72%	49	28%	106	61%
K	120	82	68%	38	32%	75	63%
L	2	1	50%	1	50%	1	73%
M	5192	2112	41%	3080	59%	4041	78%
N	77	24	31%	53	69%	64	83%
O	7	4	57%	3	43%	5	69%
P	3	2	67%	1	33%	2	64%
Q	23	11	48%	12	52%	17	74%
R	3	3	100%	0	0%	1	46%
S	310	169	55%	141	45%	218	70%
T	10	0	0%	10	100%	10	100%
U	43	31	72%	12	28%	26	61%
V	5	1	20%	4	80%	4	89%
W	3	2	67%	1	33%	2	64%
X	46	37	80%	9	20%	26	56%
Y	9086	6448	71%	2638	29%	5572	61%
Z	9	8	89%	1	11%	5	52%
AA	3	0	0%	3	100%	3	100%
Total	16149	9795	61%	6354	39%	10811	67%

*Based on Sept. SOER error analysis of the total SOER errors, 45.5% were attributable CLEC input errors. One (1) CLEC had 66% of all the errors with a 71% error rate itself.

ATTACHMENT 16

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF WILLIAM N. STACY
3 BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 7892-U
5 OCTOBER 22, 1997
6
7

8 Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH
9 BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").
10

11 A. My name is William N. Stacy. My business address is 675 West
12 Peachtree Street, Atlanta, Georgia 30375. I am the Assistant Vice
13 President - Services for the Interconnection Operations department. In
14 this position, I am responsible for development of the procedures used
15 by BellSouth personnel to process Competitive Local Exchange Carrier
16 ("CLEC") service requests, and for assisting the service centers in
17 Interconnection Operations in implementing CLEC contracts in a
18 manner consistent with state commissions and the Federal
19 Communications Commission ("FCC") rules and regulations governing
20 local exchange competition.
21

22 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
23

24 A. I received a B.S. degree in electrical engineering in 1970 from the
25 University of Kentucky, in Lexington, KY. I have 27 years of

1 experience with BellSouth, including 5 years with BellSouth Enterprises
2 at MobileComm, a paging company previously owned by BellSouth. I
3 have held numerous positions in BellSouth in Network Engineering,
4 Operator Services, Network Planning, and Network Operations. I am a
5 registered professional engineer in the states of Alabama, Kentucky
6 and Mississippi.

7

8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10 A. My testimony addresses how BellSouth has adopted and committed to
11 performance measures with which to compare BellSouth's retail and
12 wholesale operations in providing and maintaining services that are
13 provided to both retail and wholesale customers, and measure
14 performance as a necessary prerequisite to demonstrating compliance
15 with the "nondiscrimination" and "meaningful opportunity to compete"
16 requirements. While Mr. Varner's testimony expressly addresses the
17 policy implications of the questions outlined in this docket, I will address
18 the performance measures that BellSouth proposes the Georgia Public
19 Service Commission ("Commission") adopt if further action is
20 undertaken by the Commission.

21

22 BellSouth's existing performance measurement obligations are more
23 than adequate to allow the Commission to verify that BellSouth is
24 providing CLECs with facilities and services in accordance with the
25 "non-discrimination" and "meaningful opportunity to compete"

1 requirements. I will address BellSouth's proactive efforts to develop
2 wholesale and retail comparative measurements, and BellSouth's
3 contractual commitment to performance measures through individual
4 CLEC agreements.

5
6 Q. TO WHAT EXTENT AND UNDER WHAT CIRCUMSTANCES, IF ANY,
7 SHOULD THE COMMISSION REQUIRE AN INCUMBENT LOCAL
8 EXCHANGE CARRIER ("ILEC") TO PERFORM ACTIVITIES IN ITS
9 WHOLESALE OPERATIONS IN TIME FRAMES AND AT QUALITY
10 LEVELS COMPARABLE TO THOSE THAT IT PERFORMS FOR
11 ITSELF?

12
13 A. As stated previously, Mr. Varner is addressing the policy issues on
14 what the Commission should require. In the event that the Commission
15 proceeds, BellSouth believes that the 28 resale performance measures
16 addressed herein are sufficient to demonstrate that the timeliness and
17 quality of the services BellSouth provides to its retail customer is equal
18 to that of the services provided to the CLECs.

19
20 Further, BellSouth proposes that the Statistical Process Control format
21 as described in my testimony be used as the sole means of comparison
22 for these measures with the following considerations:

23
24 (1) For the first calendar year after adoption of these measures, any
25 measure of BellSouth's performance for a CLEC will be

1 considered "in control" if the monthly measure falls within 3
2 standard deviations of the historical BellSouth performance for this
3 same measure.

4

5 (2) For the second calendar year after adoption of these measures,
6 any measure of BellSouth's performance for a CLEC will be
7 considered "in control" if the monthly measure falls within 1
8 standard deviation of the historical BellSouth performance for this
9 same measure.

10

11 (3) For the third calendar year after adoption of these measures, any
12 measure of BellSouth's performance for a CLEC will be
13 considered "in control" if the monthly measure falls within a 0.5
14 standard deviation of the historical BellSouth performance for this
15 same measure.

16

17 In any month that 3 or more of the 28 resale measures fall outside the
18 control limits (in a direction that indicates that the CLEC received a
19 poorer quality of service), BellSouth will immediately convene a joint
20 investigative team with the CLEC to determine the cause and take
21 corrective action.

22

23 Similar action shall be taken if any 3 or more of the 28 resale measures
24 demonstrate a pattern where the CLEC results fall consistently below
25 BellSouth's results for any 3 consecutive months, even though each

1 month is still within the control limits (where "below" indicates poorer
2 performance).

3

4 Finally, BellSouth proposes that effective December 31, 2000, or at the
5 end of the quarter when the combined access lines of all CLECs equals
6 or exceeds 10% of the total access lines in service for retail
7 telecommunications services in the state (whichever occurs first), the
8 28 resale measures be permanently discontinued.

9

10 Q. TO WHAT EXTENT, IF ANY, SHOULD THE COMMISSION
11 CONSIDER THE ADOPTION OF SPECIFIC INTERVALS FOR THE
12 INSTALLATION AND MAINTENANCE OF UNBUNDLED LOOPS AND
13 NUMBER PORTABILITY?

14

15 A. As explained in Mr. Varner's testimony, the Commission should not
16 consider the adoption of specific intervals for Unbundled Network
17 Elements ("UNEs"). Instead, BellSouth proposes that the Commission
18 review, on a monthly basis, the following metrics to insure that
19 BellSouth is providing access to UNEs in a non-discriminatory manner.

20

21 (1) Provisioning - Percent due date met

22 (2) Percent trouble reports within 30 days of installation

23 (3) Maintenance - Percent due dates met

24 (4) Maintenance - Average duration

25 (5) Maintenance - Trouble reports per 100 UNEs in service



**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

Application of BellSouth Corporation,)	
BellSouth Telecommunications, Inc.,)	CC Docket No. 97-231
And BellSouth Long Distance, Inc. for)	
Provision of In-Region, InterLATA)	
Services in Louisiana)	

AFFIDAVIT

OF

JAMES A. TAMPLIN, JR.

ON BEHALF OF

AT&T CORP.

AT&T EXHIBIT M

Table of Contents

INTRODUCTION	1
SCOPE OF STATEMENT AND SUMMARY	2
I. BELLSOUTH IS NOT PROVIDING OR OFFERING UNBUNDLED LOCAL SWITCHING AS REQUIRED BY SECTIONS 251(c) AND 271	4
A. The Act's Requirements Relating To The Unbundled Local Switch	5
B. BellSouth Refuses To Permit CLECs To Provide Exchange Access Services Using Unbundled Network Elements	6
1. Interstate access charges	8
2. Intrastate access charges.	11
C. BellSouth Is Not Providing Access Records Necessary For CLECs To Bill And Collect For Exchange Access Services That CLECs Provide Using Unbundled Network Elements	13
D. BellSouth Is Not Providing Billing And Usage Data Necessary For CLECs To Bill And Collect Reciprocal Compensation For Terminating Local And IntraLATA Calls	16
E. BellSouth Restricts Access To Vertical Features That Are Part Of The Unbundled Local Switch	21
1. BellSouth's SGAT will impose separate non cost-based rates for vertical features	22
2. BellSouth denies access to vertical features of the switch except as they are offered in existing BellSouth retail services	24
F. BellSouth Is Not Providing Or Offering Nondiscriminatory Access To Customized Routing	28
1. BellSouth is not providing customized routing using line class codes	29
2. BellSouth is not providing customized routing using Advanced Intelligent Network	33

II.	BELLSOUTH IS NOT PROVIDING OR OFFERING NONDISCRIMINATORY ACCESS TO OPERATOR AND DIRECTORY ASSISTANCE	34
III.	BELLSOUTH IS NOT READY TO PROVIDE NONDISCRIMINATORY ACCESS TO EXISTING COMBINATIONS OF NETWORK ELEMENTS	39

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

Application of BellSouth Corporation,)	
BellSouth Telecommunications, Inc.,)	
And BellSouth Long Distance, Inc. for)	CC Docket No. 97-231
Provision of In-Region, InterLATA)	
Services in Louisiana)	

**AFFIDAVIT OF
JAMES A. TAMPLIN, JR.
ON BEHALF OF AT&T CORP.**

James A. Tamplin, Jr., being first duly sworn upon oath, does hereby depose
and state as follows:

INTRODUCTION

1. My name is James A. Tamplin, Jr. My business address is 1200
Peachtree Street, NE, Atlanta, Georgia 30309-3579. I graduated from the United States
Naval Academy with a degree of Bachelor of Science in Engineering. I also have a Masters of
Science Degree in Management from the United States Naval Postgraduate School in
Monterey, California and a Masters of Science Degree in Information Technology from the
George Washington University in Washington, D.C. I began my career with AT&T Long

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

Lines in 1979 as a Supervisor in the Corporate Communications organization. My areas of responsibility at AT&T have included: private line service; interstate tariffs; AT&T's dedicated network for the Southern United States; AT&T's FTS2000 implementation; and the SONET backbone ring. In January of 1996, I assumed my present responsibilities as manager of AT&T technical specialists for AT&T's Local Services Division.

2. Among the materials I reviewed in preparing this affidavit are the interconnection agreement between AT&T and BellSouth, BellSouth's Statement of Generally Available Terms and Conditions ("SGAT"), approved by the Louisiana Public Service Commission on October 30, 1997, and the affidavits of Alphonso J. Varner, W. Keith Milner, William N. Stacy, and David Hollett, submitted in this proceeding by BellSouth in support of its application for authority to provide in-region, interLATA services in Louisiana.

SCOPE OF STATEMENT AND SUMMARY

3. My affidavit shows that BellSouth has not made access to unbundled network elements ("UNEs") available in accordance with the Telecommunications Act of 1996 (the "Act") and the Commission's regulations.¹ In particular, I demonstrate that BellSouth has not made available nondiscriminatory access to three items on the "competitive checklist":

¹ See In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan, CC Docket No. 97-137 (August 19, 1997)(Ameritech Michigan) ¶¶ 109-110.

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

unbundled network elements, § 271(c)(2)(B)(ii); unbundled local switching, § 271(c)(2)(B)(vi); and operator and directory assistance services, § 271(c)(2) (B)(xii).

4. In Part I of my affidavit, I will show that BellSouth is denying nondiscriminatory access to the unbundled local switching element in five different ways.² First, BellSouth refuses to permit any CLEC that provides service using an unbundled loop and unbundled local switching to provide exchange access or to collect reciprocal compensation. Second, even if it were to recognize the right of CLECs to provide exchange access, BellSouth cannot make available the access records that CLECs need to bill and collect for exchange access services. See Ameritech Michigan, ¶330. Third, BellSouth has not made available the usage and billing data necessary for CLECs to bill and collect reciprocal compensation from other carriers for terminating local and intraLATA toll calls. Fourth, BellSouth is unreasonably restricting access to vertical features of the unbundled local switching element by charging excessive, non-cost-based rates for access to vertical features

² See Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket No. 96-98, 11 FCC Rcd 15499, 15,706-15,707, 15,709 (1996) ("Local Competition Order"), ¶¶ 412-413, 418, affirmed in part and vacated in part sub nom. Competitive Telecommunications Assn. v. FCC, 117 F.3d 1068 (8th Cir. 1997), aff'd in part and vacated in part sub nom. Iowa Utilities Board v. FCC, No. 96-3321 et al., 120 F.3d 753 (8th Cir. 1997) ("Iowa Utilities Board"), Order on Reconsideration, 11 FCC Rcd 13042 (1996) ("Local Competition First Reconsideration Order"), Second Order on Reconsideration, 11 FCC Rcd 19738 (1996) ("Local Competition Second Reconsideration Order"), Third Order on Reconsideration and Further Proposed Rulemaking, FCC 97-295 (rel. August 18, 1997) ("Local Competition Third Reconsideration Order"), further recon. pending.

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

and by denying access to vertical features except as they are offered in BellSouth retail services. Fifth, BellSouth has not made available technically feasible customized routing, using either Line Class Codes ("LCCs") or Advanced Intelligent Network ("AIN") architecture. See Local Competition Order, ¶ 418.

5. In Part II, I will show that BellSouth is violating its obligation to provide nondiscriminatory access to operator and directory assistance services in accordance with Sections 251(b)(3) and 271(c)(2)(B)(xii) of the Act by refusing to rebrand or unbrand the operator and directory assistance services it makes available for resale by AT&T.

6. In Part III, I will describe the significant limitations that BellSouth imposed on AT&T's attempts to test BellSouth's ability to provision and bill for combinations of unbundled network elements in Florida, an experience that underscores how much BellSouth must still do before combinations of network elements, whether combined by CLECs or BellSouth, will be available to CLECs as a practical matter.

I. BELLSOUTH IS NOT PROVIDING OR OFFERING UNBUNDLED LOCAL SWITCHING AS REQUIRED BY SECTIONS 251(c) AND 271.

7. BellSouth denies nondiscriminatory access to the unbundled local switching ("ULS") element as required by the Act and the Commission's Local Competition Order. Competitive local exchange carriers are entitled to use unbundled network elements to provide any and all telecommunications services, including local service, intraLATA toll service, interLATA service, and exchange access service. 47 C.F.R. §§ 51.307(c),

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

51.309(b). By refusing to acknowledge this right and by failing to provide essential access records and usage data as well as by imposing unreasonable restrictions on the use of the ULS, BellSouth denies CLECs the ability to use unbundled network elements (1) to bill and collect exchange access charges, (2) to bill and collect reciprocal compensation from other carriers for terminating local and intraLATA toll calls, (3) to take advantage of the vertical features of the switch to offer consumers the widest choice of local services, and (4) to use customized routing to direct operator services and directory assistance (OS/DA) calls to CLEC OS/DA centers.

A. The Act's Requirements Relating To The Unbundled Local Switch.

8. The local switch is at the center of the local telecommunications network. It connects lines to lines, trunks to lines, trunks to trunks, lines to trunks, and provides features, functions, and capabilities -- including dial tone, telephone numbers, vertical features, signaling, access to 911 service, operator services, directory assistance and routing. These are key elements in the provision of local, intraLATA and interLATA toll services, and exchange access services. Given the central role of the switch in the local exchange network, it is not surprising that the Act includes the switch within the definition of "network elements" that must be unbundled, Section 251(c)(3), and includes as one of the competitive checklist items "local switching unbundled from transport, local loop transmission, or other services." Section 271(c)(2)(B)(vi).

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

9. The Commission specifically defined the unbundled local switching element as "line-side and trunk-side facilities plus the features, functions, and capabilities of the switch." Local Competition Order, ¶ 412. These features, functions, and capabilities include "the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, trunks to trunks." Id. They also include "a telephone number, directory listing, dial tone, signaling, and access to 911, operator services, and directory assistance. In addition, the local switching element includes all vertical features that the switch is capable of providing, ... as well as any technically feasible customized routing functions." Id. (footnote omitted).

10. The Commission has made it clear that when a requesting CLEC purchases the ULS element, it obtains access to all of the above features, functions and capabilities, priced on a per line basis. E.g., Order on Reconsideration, ¶ 11. The Commission also has made it clear that a carrier that pays the economic cost of unbundled switching obtains this full complement of features, functions, and capabilities, whether or not it ultimately opts to activate any of these features on an individual line. Local Competition Order, ¶ 423.

B. BellSouth Refuses To Permit CLECs To Provide Exchange Access Services Using Unbundled Network Elements.

11. If a CLEC provides exchange access service to itself or to another carrier using unbundled network elements, it need pay only cost-based rates for the network elements and the incumbent local exchange carrier ("ILEC") is no longer entitled to collect

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

access charges. See Local Competition Third Order on Reconsideration, ¶ 38 ("where a requesting carrier provides interstate exchange access services to customers, to whom it also provides local exchange service, the requesting carrier is entitled to assess originating and terminating access charges to interexchange carriers, and it is not obligated to pay access charges to the incumbent LEC"). The CLEC, not the ILEC, is the provider of exchange access and is entitled to the access revenue. Id.³

12. As the Commission explained in the Local Competition Order, ¶ 363 n. 772:

where new entrants purchase access to unbundled network elements to provide exchange access services, whether or not they are also offering toll services through such elements, the new entrants may assess exchange access charges to IXC's originating or terminating toll calls on those elements. In these circumstances, incumbent LECs may not assess exchange access charges to such IXC's because the new entrants, rather than the incumbents, will be providing exchange access services, and to allow otherwise would permit incumbent LECs to receive compensation in excess of network costs in violation of the pricing standard in section 252(d).

In its reconsideration order, the Commission reaffirmed that view:

a carrier that purchases the unbundled local switching element to serve an end user effectively obtains the exclusive right to provide all features, function, and capabilities of the switch, including switching for exchange access and local

³ Permitting CLECs to use unbundled network elements to provide exchange access to themselves and others is also a significant element of the Commission's "market-based" approach to access charge reform. See Ameritech Michigan ¶ 20; In the Matter of Access Charge Reform, CC Docket 96-262, First Report and Order (May 16, 1997) ("Access Charge Order") ¶ 7.

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

exchange service for that end user. A practical consequence of this determination is that the carrier that purchases the local switching element is likely to provide all available services requested by the customer served by that switching element, including switching for local exchange and exchange access.

Local Competition Order on Reconsideration, ¶ 11 (emphasis added).

1. Interstate access charges.

13. In its application in this proceeding, BellSouth acknowledges that a CLEC that purchases unbundled local switching and shared transport is entitled to bill and collect interstate access charges in accordance with the Commission's rulings. Affidavit of Alphonso J. Varner ¶¶ 105-106, 114; see Brief in Support of Application By BellSouth for Provision of In-Region, InterLATA Services in Louisiana ("Brief") at 52, 55. In its brief, BellSouth even represents that it "provides CLECs with usage data that allows them to bill for access services they provide their customers." Brief at 55. BellSouth has been more candid in correspondence with its competitors.

14. One month before it filed its application in this proceeding, BellSouth wrote to LCI, explaining that even if LCI ordered individual unbundled network elements and combined them itself, presumably in collocation space provided by BellSouth, BellSouth would bill and provision the unbundled network elements as if LCI were reselling BellSouth retail services, unless LCI combined the elements to provide some "unique" telecommunications service that was not offered by BellSouth:

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

In all states, when LCI orders individual elements that, when combined by LCI, duplicate a retail service provided by BellSouth, BellSouth will treat, for purposes of billing and provisioning, that order as one for resale. When LCI orders individual network elements that, when combined by LCI, creates a unique LCI telecommunications service, BellSouth will treat, for purposes of billing and provisioning, that order as one for unbundled network elements.

Letter from Fred F. Monacelli (BellSouth), to Anne K. Bingaman (LCI) (10/7/97)

(Attachment 1) (emphasis added). Thus, BellSouth proposes to bill CLECs at the wholesale rate applicable to resold service and continue to bill and collect interstate access charges on calls to and from LCI customers.

15. Similarly, in a September 12, 1997 letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T), BellSouth stated that it agrees that AT&T is entitled to bill and collect access charges on interstate calls, but only if the services provided by AT&T do not duplicate existing BellSouth retail services. "[I]n instances where the use of unbundled network elements is not duplicating an existing BellSouth service," BellSouth acknowledged that AT&T is entitled to bill and collect access charges for interstate access and therefore BellSouth needs "to send records in order for the local provider to bill the IXC interstate access." Letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T) (September 12, 1997) (Attachment 2) at 4.

16. BellSouth's letters do not explain precisely what it means when it says CLECs are not entitled to collect access charges when the services they provide using unbundled network elements "duplicat[e] an existing BellSouth retail service." In proceedings

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

before state commissions throughout the BellSouth region, however, BellSouth has explained that it considers CLEC service to be duplicative of BellSouth's service when the CLEC does not use either its own loop or switch. See, e.g., Prefiled Testimony of Alphonso J. Varner, Docket No. 96-358-C, Hearing No. 9585, Vol. 2 at 427 (SCPSC February 3, 1997) ("[I]t is not appropriate to combine BellSouth's loop and port to create basic local exchange service").

The Louisiana commission enthusiastically embraced BellSouth's position, explaining:

AT&T will be deemed to be "recombining unbundled elements to create services identical to BellSouth's retail offerings" when the service[s] offered by AT&T contain the functions, features and attributes of a retail offering that is the subject of a properly filed and approved BellSouth tariff. Services offered by AT&T shall not be considered "identical" when AT&T utilizes its own switching or other substantive functionality or capability in combination with unbundled elements in order to produce a service offering. For example, AT&T's provisioning of purely ancillary functions or capabilities, such as operator services, Caller ID, Call Waiting, etc., in combination with unbundled elements shall not constitute a "substantive functionality or capability" for purposes of determining whether AT&T is providing "services identical to a BellSouth retail offering."

In the Matter of the Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., of the Unresolved Issues Regarding Cost-Based Rates for Unbundled Network Elements, Pursuant to the Telecommunications Act Number 47 U.S.C. 252 of 1996, Docket U-22145, Order U-22145 (LA PSC January 15, 1997) at 40. The provision in BellSouth's SGAT dealing with CLEC provision of exchange access also reflects BellSouth's position that only CLECs with their own facilities may use unbundled network elements to provide local exchange and exchange access

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

services. SGAT, § I.,A.,6; see also AT&T-BellSouth Interconnection Agreement, Attachment 6 § 3 (Meet Point Billing); Affidavit of Alphonso J. Varner ¶ 46.

17. As far as I am aware, there is no technical or legal basis for the distinction BellSouth suggests for determining when it will permit AT&T to use unbundled network elements purchased from BellSouth to provide interstate exchange access. The United States Court of Appeals for the Eighth Circuit specifically approved the Commission's view that under Section 251(c)(3) of the Act a CLEC may "obtain the ability to provide telecommunications services entirely through an incumbent LEC's unbundled network elements," without providing any of its own facilities. Iowa Utilities Board, 120 F.3d at 814. To the extent BellSouth refuses to provide AT&T with necessary access records on the ground that AT&T is providing services that duplicate BellSouth retail services (or is not using facilities other than those purchased from BellSouth), therefore, BellSouth is unlawfully denying AT&T the right to use unbundled network elements to provide exchange access services in accordance with the Act and the Commission's regulations.

2. Intrastate access charges.

18. BellSouth also has made it clear that it has no intention of permitting CLECs to provide intrastate exchange access. BellSouth's longstanding position is that it is entitled to bill and collect access charges on intrastate calls to customers in its service area, even if AT&T provides the customer's local service using unbundled network elements

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

purchased from BellSouth. See Letter from Mark L. Feidler (BellSouth) to William J. Carroll (AT&T) (September 12, 1997) (Attachment 2) at 4; Letter from Mark L. Feidler (BellSouth) to A. J. Calabrese (AT&T) (May 29, 1997) (Attachment 3).

19. As noted above, under the Commission's regulations, if a CLEC is providing services using unbundled network elements purchased from BellSouth, that CLEC is entitled to bill and collect all revenues associated with all services provided using the unbundled network elements, whether the services are jurisdictionally interstate or intrastate. See also In the Matter of The Public Utility Commission of Texas, CCBPol 96-13, et seq. (October 1, 1997), ¶ 210 n.482 (application of intrastate access charges to intrastate toll traffic carried over unbundled network elements "would appear to raise significant [federal preemption] issues"). The Eighth Circuit's decisions with respect to the Commission's authority to prescribe prices for intrastate services do not address a CLEC's right to bill and collect for services provided with unbundled network elements the CLEC has purchased from an incumbent local exchange carrier. See CompTel v. FCC, 117 F.3d 1068, 1075 n.5 (1997); Iowa Utilities Board, 120 F.3d at 794.

20. In all events, it is clear that BellSouth today is not only unwilling but unable to provide CLECs with the access records they would need to bill for exchange access in a commercial environment, regardless of whether the CLEC is providing service exclusively through use of unbundled network elements purchased from BellSouth.

FCC DOCKET NO. CC 97-231
AFFIDAVIT OF JAMES A. TAMPLIN, JR.

C. BellSouth Is Not Providing Access Records Necessary For CLECs To Bill And Collect For Exchange Access Services That CLECs Provide Using Unbundled Network Elements.

21. To permit a CLEC to provide exchange access services, the ILEC must provide access records containing the necessary usage and billing data on calls to and from each CLEC customer. The access records include information such as the minutes of use, called party number, calling party number, and Carrier Identification Code ("CIC"). Without such information, a CLEC will not be able to bill for access charges and will be denied the revenues associated with the use of unbundled network elements to which it is entitled. As the Commission has recognized, a CLEC's ability to use unbundled network elements to provide all telecommunications services and collect the associated revenue is essential to the viability of entry based on the use of unbundled network elements.

22. BellSouth has not demonstrated that it can provide CLECs with the billing information they need to use unbundled network elements to provide access services, as they are entitled to do under the Act. With respect to interstate access charges, BellSouth only recently conceded that it had any obligation to provide CLECs the requisite billing information, and thus only recently began discussing how such information should be provided. With respect to intrastate access charges, BellSouth continues categorically to refuse to provide the necessary billing information.